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16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA

18 U.S. EQUAL EMPLOYMENT  
19 OPPORTUNITY COMMISSION,

20 Plaintiff,

21 vs.

22 TESLA, INC.

23 Defendant.

24 Case No.: 3:23-cv-04984-JSC

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27  
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**[PROPOSED] STIPULATED  
PROTECTIVE ORDER FOR STANDARD  
LITIGATION**

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1     1. **PURPOSES AND LIMITATIONS**

2     Disclosure and discovery activity in this action are likely to involve production of  
3     confidential, proprietary, or private information for which special protection from public disclosure  
4     and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
5     the parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
6     Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures  
7     or responses to discovery and that the protection it affords from public disclosure and use extends  
8     only to the limited information or items that are entitled to confidential treatment under the  
9     applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that  
10    this Stipulated Protective Order does not entitle them to file confidential information under seal;  
11    Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be  
12    applied when a party seeks permission from the court to file material under seal.

13    2. **DEFINITIONS**

14       2.1    Challenging Party: a Party or Non-Party that challenges the designation of  
15    information or items under this Order.

16       2.2    “CONFIDENTIAL” Information or Items: information (regardless of how it is  
17    generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
18    Civil Procedure 26(c). “Confidential” Information includes:

19               (a)    personal identifying information (PII) concerning current and former  
20    employees of Tesla, Inc. or nonparties including:

21                   (1)    social security numbers, telephone numbers, physical addresses, dates  
22                           of birth, and financial-account numbers;

23               (b)    medical records and healthcare information, and financial records of current  
24    and former employees of Tesla, Inc. or nonparties;

25               (c)    financial records of potential aggrieved individuals, such as payroll records,  
26    income tax returns, W-2s and/or pay stubs, and

27               (d)    Trade secrets, or other confidential research, development, or commercial  
28    information.

1       The Parties shall engage in the process set forth in Section 6 (CHALLENGING  
2 CONFIDENTIALITY DESIGNATIONS) to the extent that a Party challenges the designation.

3       2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
4 as their support staff).

5       2.4    Designating Party: a Party or Non-Party that designates information or items that it  
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7       2.5    Disclosure or Discovery Material: all items or information, regardless of the medium  
8 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
9 transcripts, and tangible things), that are produced or generated in initial or supplemental disclosures  
10 or responses to discovery in this matter, including anything that Tesla previously produced or  
11 generated in *Department of Fair Employment and Housing v. Tesla, Inc.*, Alameda County Superior  
12 Court No. 22CV006830 (CRD Case), or *Vaughn, et al. v. Tesla, Inc.*, et al., Alameda County  
13 Superior Court No. RG 17882082 (Vaughn Case), that it is reproducing in this action.

14       2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
15 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
16 consultant in this action.

17       2.7    House Counsel: attorneys who are employees of a party to this action. House  
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19       2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
20 entity not named as a Party to this action.

21       2.9    Outside Counsel of Record: attorneys who are not employees of a party to this action  
22 but are retained to represent or advise a party to this action and have appeared in this action on  
23 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

24       2.10   Party: any party to this action, including all of its officers, directors, employees,  
25 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

26       2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
27 Material in this action.

28       2.12    Professional Vendors: persons or entities that provide litigation support services

1 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
 2 storing, or retrieving data in any form or medium) and their employees and subcontractors.

3       2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
 4 “CONFIDENTIAL.”

5       2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
 6 Producing Party.

7       2.15 Represented Individuals: persons who are represented by an attorney or who have  
 8 requested legal advice or assistance from the EEOC in connection with this lawsuit, all putative  
 9 aggrieved individuals in this lawsuit, *i.e.*, Black employees who worked at Tesla’s manufacturing  
 10 facilities in Fremont, California since May 29, 2015 (*see* ECF 1, pg. 1-2), unless and until they assert  
 11 that they do not wish to join the EEOC’s case, current or former employees who Tesla’s counsel  
 12 represents, and current or former Tesla managers concerning any information they may have  
 13 obtained through privileged means. |

**Commented [A1]:** EEOC proposed addition, which Tesla  
opposes

14       3. **SCOPE**

15       The protections conferred by this Stipulation and Order cover not only Protected Material (as  
 16 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
 17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
 18 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
 19 However, the protections conferred by this Stipulation and Order do not cover the following  
 20 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
 21 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
 22 publication not involving a violation of this Order, including becoming part of the public record  
 23 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
 24 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
 25 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
 26 Protected Material at trial shall be governed by a separate agreement or order. In the event that  
 27 additional Parties join or are joined in this litigation, they shall not have access to Protected Material  
 28 pursuant to this Order until any such Party has executed and, at the request of any Party, filed with

1 the Court, their agreement to be bound by this Order, except as otherwise ordered by the court.

2 **4. DURATION**

3 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
4 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
5 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
6 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
7 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
8 time limits for filing any motions or applications for extension of time pursuant to applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
11 Non-Party that designates information or items for protection under this Order must take care to  
12 limit any such designation to specific material that qualifies under the appropriate standards. The  
13 Designating Party must designate for protection only those parts of material, documents, items, or  
14 oral or written communications that qualify – so that other portions of the material, documents,  
15 items, or communications for which protection is not warranted are not swept unjustifiably within  
16 the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
18 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
19 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
20 other parties) expose the Designating Party to sanctions. If it comes to a Designating Party's  
21 attention that information or items that it designated for protection do not qualify for protection, that  
22 Designating Party must promptly notify all other Parties that it is withdrawing the mistaken  
23 designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
27 designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
18 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
19 proceeding, all protected testimony and provide instructions to (i) designate the cover of the  
20 transcript of “CONFIDENTIAL,” or (ii) designate specific pages as “CONFIDENTIAL” and serving  
21 such designations within thirty (30) days of receipt of the transcript in which the designations are  
22 made.

23 (c) for information produced in some form other than documentary and for any  
24 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
25 container or containers in which the information or item is stored the legend "CONFIDENTIAL." If  
26 only a portion or portions of the information or item warrant protection, the Producing Party, to the  
27 extent practicable, shall identify the protected portion(s).

28 (d) for responses to discovery requests, the pages of such responses containing

**Commented [A2]:** Tesla proposes deletion, which EEOC opposes.

**Commented [A3]:** Tesla proposes deletion, which EEOC opposes.

**Commented [A4]:** Tesla proposes deletion, which EEOC opposes.

1     “Protected Material” or information shall be marked “CONFIDENTIAL,” and the first page of the  
2     responses shall bear a legend substantially stating that “This Document Contains  
3     ‘CONFIDENTIAL Material.’”

4       5.3     Inadvertent Failures to Designate. Unless otherwise specified or addressed by a  
5     separate stipulation or order, if corrected as soon as practicable after discovery, an inadvertent failure  
6     to designate qualified information or items does not, standing alone, waive the Designating Party’s  
7     right to secure protection under this Order for such material. Upon timely correction of a  
8     designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
9     accordance with the provisions of this Order.

10     6.     **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
12     confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
13     designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
14     or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
15     confidentiality designation by electing not to mount a challenge promptly after the original  
16     designation is disclosed.

17       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
18     by providing written notice of each designation it is challenging and describing the basis for each  
19     challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
20     recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
21     of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
22     begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
23     are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
24     Party must explain the basis for its belief that the confidentiality designation was not proper and  
25     must give the Designating Party an opportunity to review the designated material, to reconsider the  
26     circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
27     designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
28     has engaged in this meet and confer process first or establishes that the Designating Party is

1 unwilling to participate in the meet and confer process in a timely manner.

2       6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court  
3 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
4 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the  
5 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process  
6 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
7 competent declaration affirming that the movant has complied with the meet and confer  
8 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
9 motion including the required declaration within 21 days (or 14 days, if applicable) shall  
10 automatically waive the confidentiality designation for each challenged designation. In addition, the  
11 Challenging Party may file a motion challenging a confidentiality designation at any time if there is  
12 good cause for doing so, including a challenge to the designation of a deposition transcript or any  
13 portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
14 competent declaration affirming that the movant has complied with the meet and confer  
15 requirements imposed by the preceding paragraph.

16       The burden of persuasion in any such challenge proceeding shall be on the Designating  
17 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
18 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
19 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to  
20 retain confidentiality as described above, all parties shall continue to afford the material in question  
21 the level of protection to which it is entitled under the Producing Party's designation until the court  
22 rules on the challenge.

23       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24       7.1    Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
25 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
26 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
27 the categories of persons and under the conditions described in this Order. When the litigation has  
28 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL

1 DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
3 secure manner that ensures that access is limited to the persons authorized under this Order.

4 The EEOC may use any information designated confidential in furtherance of its  
5 enforcement activities in any other matter in which the party designating such information as  
6 confidential has been named as a party, but only to the extent EEOC is permitted by law to use such  
7 confidential information in such a manner notwithstanding other provisions of this Order. But the  
8 EEOC must treat such information as confidential until such time as the confidential treatment  
9 expires under this Order, is withdrawn either by agreement of the parties or by court order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Nothing contained in this  
11 Order shall be construed to prejudice any Party’s right to use at trial or in any hearing before the  
12 court any Confidential Information, provided that reasonable notice of the intended use of such  
13 material shall be given to all counsel of record in order to enable the parties to arrange for  
14 appropriate safeguards including, but not limited to, seeking a court order authorizing the sealing of  
15 the specific Confidential Information at issue. Likewise, nothing in this Protective Order shall be  
16 dispositive of any issues of relevance, discoverability, or admissibility. Additionally, Tesla’s  
17 production to EEOC of documents previously produced in the CRD and Vaughn Cases does not  
18 waive or abrogate any rights or obligations existing under the protective orders in force in those  
19 cases.

20 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
24 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
25 Bound” that is attached hereto as Exhibit A;

26 (b) the officers, directors, and employees (including House Counsel) of the  
27 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
28 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) deposition and court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(f) during their depositions, witnesses in the action, and their counsel, to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(g) any witnesses, potential witnesses, and informants in the proceeding, and their counsel, to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) intervenors or aggrieved persons on whose behalf EEOC is seeking monetary relief in this proceeding, and their counsel, to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

(i) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(j) the counsel of record in *Department of Fair Employment and Housing v. Tesla, Inc.*, Alameda County Superior Court No. 22CV006830 (CRD Case), and *Vaughn, et al. v. Tesla, Inc., et al.*, Alameda County Superior Court No. RG 17882082 (Vaughn Case), and their staff who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

For Discovery Material that has in identical form been protected from disclosure by court order in the Vaughn Case or CRD Case, any person who obtains such Discovery Material from a Receiving Party and who has signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),

**Commented [A5]:** EEOC proposes addition, which Tesla opposes.

1 specifically agrees that they will not use or disclose this Discovery Material for any other purpose than  
 2 prosecuting, defending, or attempting to settle the litigation in the above-captioned case.

**Commented [A6]:** Tesla proposes addition, which EEOC  
 opposes.

3 Documents that are confidential only on the basis of containing PII, may be used in discovery  
 4 and filed as long as the portions containing the PII are redacted.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
 6 **LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that compels  
 8 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
 9 must:

10 (a) promptly notify in writing the Designating Party. Such notification shall  
 11 include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to issue  
 13 in the other litigation that some or all of the material covered by the subpoena or order is subject to  
 14 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 16 the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
 18 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
 19 before a determination by the court from which the subpoena or order issued, unless the Party has  
 20 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
 21 expense of seeking protection in that court of its confidential material – and nothing in these  
 22 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
 23 disobey a lawful directive from another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
 25 **THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-  
 27 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-  
 28 Parties in connection with this litigation is protected by the remedies and relief provided by this

1 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a  
4 Non-Party's confidential information in its possession, and the Party is subject to an agreement with  
5 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

- 6 (1) promptly notify in writing the Requesting Party and the Non-Party that  
7 some or all of the information requested is subject to a confidentiality  
8 agreement with a Non-Party;
- 9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this litigation, the relevant discovery request(s),  
11 and a reasonably specific description of the information requested; and
- 12 (3) make the information requested available for inspection by the Non-  
13 Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party may produce the  
16 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
17 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
18 control that is subject to the confidentiality agreement with the Non-Party before a determination by  
19 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
20 seeking protection in this court of its Protected Material.

21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
23 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
24 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
26 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
27 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to  
28 Be Bound" that is attached hereto as Exhibit A.

1       **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
2       **MATERIAL**

3       Nothing herein shall be deemed to waive any applicable privilege or work product protection,  
4       or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by  
5       privilege or work product protection. Unless otherwise specified or addressed by a separate  
6       stipulation or order, when a Producing Party gives notice to Receiving Parties that certain  
7       inadvertently produced material is subject to a claim of privilege or other protection, the obligations  
8       of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
9       provision also applies to any inadvertent disclosure by Tesla of documents or information produced  
10       by other parties in the CRD Case and Vaughn Case and protected from disclosure by the protective  
11       orders in those proceedings. This provision is not intended to modify whatever procedure may be  
12       established in an e-discovery order that provides for production without prior privilege review.  
13       Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
14       effect of disclosure of a communication or information covered by the attorney-client privilege or  
15       work product protection, the parties may incorporate their agreement in the stipulated protective  
16       order submitted to the court.

17       **12. MISCELLANEOUS**

18       12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
19       its modification by the court in the future.

20       12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
21       no Party waives any right it otherwise would have to object to disclosing or producing any  
22       information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
23       Party waives any right to object on any ground to use in evidence of any of the material covered by  
24       this Protective Order.

25       12.3 Filing Protected Material. Without written permission from the Designating Party or a  
26       court order secured after appropriate notice to all interested persons, a Party may not file in the  
27       public record in this action any Protected Material, unless the Protected Materials encompass only  
28       information addressed in Federal Rule of Civil Procedure 5.2 or PII, in which case a Party may file

1 such materials after redacting the Protected Material. A Party that seeks to file under seal any  
 2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
 3 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
 4 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing  
 5 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
 6 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant  
 7 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information  
 8 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

9 **12.4 Barring *Ex Parte* Communications.** Unless otherwise addressed by a separate  
 10 stipulation or court order, or with permission from their representative, no Party's counsel may,  
 11 directly or indirectly, communicate informally or *ex parte* with Represented Individuals. Upon a  
 12 Party learning that it has engaged in *Ex Parte* Communications with a Represented Individual, that  
 13 Party shall promptly cease the communication, notify the Represented Individual's representative,  
 14 and provide the date and summary of the communication and, where one exists, a copy of any  
 15 written communication to or from the Represented Individual.

**Commented [A7]:** EEOC proposes addition, which Tesla  
opposes.

16. **FINAL DISPOSITION**

17 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 18 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
 19 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 20 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
 21 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
 22 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
 23 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
 24 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
 25 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected  
 26 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 27 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 28 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant

1 and expert work product, even if such materials contain Protected Material. Any such archival copies  
 2 that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
 3 Section 4 (DURATION).

4 The entry of this Protective Order should not be interpreted as limiting or overriding the  
 5 Equal Employment Opportunity Commission's obligation to maintain copies of its files pursuant to  
 6 and in accordance with the Federal Records Act. *See* 44 U.S.C. § 3301.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 Dated: July 11, 2024

9 ROBERTA STEELE  
 10 Regional Attorney

KARLA GILBRIDE  
 11 General Counsel

MARCIA L. MITCHELL  
 12 Assistant Regional Trial Attorney

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 14 131 M Street, N.E.  
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 16 Trial Attorney

17 BY: /s/ James H. Baker

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19 *Attorneys for Plaintiff EEOC*

20 BY: /s/ Thomas E. Hill

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 Facsimile: (213) 896-2450

21 *Attorneys for Defendant Tesla Inc.*

1 PURSUANT TO STIPULATION, **IT IS SO ORDERED.**  
2

3 Dated: \_\_\_\_\_  
4 HON. JACQUELIN S. CORLEY  
5 UNITED STATES DISTRICT JUDGE  
6  
7  
8

9 **LOCAL RULE 5-1(i)(3) ATTESTATION**  
10

I, James H. Baker, am the ECF User whose ID and password are being used to file the Joint Case Management Conference Statement. In compliance with Local Rule 5-1(i)(3), I hereby attest that Thomas E. Hill concurs in this filing.  
11

12 Dated: July 11, 2024  
13 \_\_\_\_\_  
14

*/s/ James H. Baker*  
15 James H. Baker, Senior Trial Attorney  
16  
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**EXHIBIT A**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
int or type full address], declare under penalty of perjury that I have read in its entirety and  
derstand the Stipulated Protective Order that was issued by the United States District Court for the  
Northern District of California on [date] in the case of \_\_\_\_\_ **[insert formal name of the**  
**case and the number and initials assigned to it by the court]**. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is subject to this  
stipulated Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as  
my California agent for service of process in connection with this action or any proceedings related  
to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: \_\_\_\_\_